

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LEE D. WEST and LYNN M. WEST,)	
)	
Plaintiffs)	
)	
v.)	No. 08 C 2154
)	
COPIAGUE FUNDING CORPORATION,)	Hon. Robert W. Gettleman
et al.,)	
)	
Defendants.)	

**DEFENDANTS' MOTION TO DISMISS PURSUANT TO RULES
12(b)(1) AND 12(b)(6) OF THE FEDERAL RULES OF CIVIL PROCEDURE**

Defendants Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.) ("Homecomings"), Aurora Loan Services ("Aurora"), and Mortgage Electronic Systems, Inc. ("Mortgage Electronic"), by their counsel, J. Matthew Goodin (Locke Lord Bissell & Liddell, LLP), respectfully move this Court for an order dismissing Plaintiffs' Complaint pursuant to Rules 12(b)(1) and 12(b)(6) of the Federal Rules of Civil Procedure. In support of its Motion, Homecomings states as follows:

FACTUAL BACKGROUND

1. On or about April 14, 2008, Homecomings received a letter from Plaintiffs' counsel dated April 10, 2008, containing a Notice of Rescission for two mortgage transactions that closed on September 15, 2006. (*See* Compl. at Exs. E-P (loan transaction documents reflecting date of closing) and Q (Notice of Rescission)). The Notice of Rescission stated that the borrowers had elected to rescind their loans pursuant to the Truth in Lending Act, 15 U.S.C. §§ 1601, *et seq.* ("TILA").

2. On April 16, 2008—just six days after the Notice of Rescission was dispatched—Plaintiffs initiated this action seeking, among other forms of relief, rescission of the subject loans, statutory damages, actual damages, and attorneys fees and costs, pursuant to sections 1635 and 1640 of TILA. (Compl. at 11).

3. On April 30, 2008—within twenty days of the date counsel *dispatched* the Notice of Rescission—Homecomings’ counsel sent a letter to Plaintiffs’ counsel (a) acknowledging receipt of Plaintiffs’ Notice, (b) accepting rescission subject to tender of amounts set forth in the letter and execution of a settlement agreement, and (c) enclosing account histories for the subject loans so that Plaintiffs’ counsel may confirm the required tender amounts. (See counsel’s April 30, 2008 letter attached hereto as Exhibit 1).¹

4. Plaintiffs’ counsel and counsel for Homecomings have maintained a running dialogue since shortly after Homecomings received the Notice of Rescission and Plaintiffs’ counsel has repeatedly affirmed his clients’ intent to obtain substitute financing and proceed with the rescission. (See example e-mail exchange between counsel attached hereto as Exhibit 2). However, despite the parties having sought and obtained two extensions of time from the Court in order to complete the rescission process, Plaintiffs have refused to execute a proposed settlement agreement that would give them sixty days from the date of execution to complete the rescission, and have failed to confirm their ability to tender or the anticipated date they will do so. Plaintiffs have also refused to voluntarily dismiss this action. Homecomings is left with no choice but to proceed with this Motion.

¹ Counsel’s April 30 letter also noted Homecomings’ objection to Plaintiffs’ commencement of this action less than one week after the Notice of Rescission was sent and demanded immediate dismissal of the lawsuit pursuant to Rule 11 of the Federal Rules of Civil Procedure.

ARGUMENT

I. PLAINTIFFS' CLAIMS FOR STATUTORY DAMAGES AND ATTORNEY FEES ARE TIME BARRED AND SHOULD BE DISMISSED PURSUANT TO RULE 12(b)(6).

5. TILA actions for damages must be brought within one year of the alleged violation. 28 U.S.C. § 1640(e). The date of the violation in the context of a mortgage transaction is the date the transaction is consummated or “closed”—the date the borrower executes and becomes obligated under the loan documents. *See* 12 C.F.R. § 226.2(a)(13); *Streit v. Fireside Chrysler-Plymouth, Inc.*, 697 F.2d 193, 196 (7th Cir. 1983); *Dowdy v. First Metropolitan Mortgage Co.*, No. 01 C 7211, 2002 WL 745851, *2. (N.D. Ill. Jan. 29, 2002). TILA actions for damages brought more than one year after the date of the violation are time barred unless the complaint alleges failure to rescind after a notice of rescission as a separate violation of TILA. *See Greer v. Bank One*, No. 01 C 7352, 2002 WL 1732366, *2-3 (N.D. Ill. July 25, 2002); *see also Dowdy*, 2002 WL 745851 at *2.

6. In this case, Plaintiffs' loan transactions closed more than one year prior to the filing of this action—on September 15, 2006. (Compl. Exhs. E-P). Homecomings accepted Plaintiffs' Notice of Rescission and began the rescission process within the twenty-day period afforded by TILA. *See Personius v. HomeAmerican Credit, Inc.*, 234 F.Supp. 2d 817, 819-20 (N.D. Ill. 2002) (noting that TILA and its implementing Regulation Z only require that the rescission process be commenced within twenty days). Accordingly, Plaintiffs' claims for statutory damages, actual damages, attorney fees, and any other form of relief sought pursuant to section 1640 of TILA are untimely and should be dismissed with prejudice.

II. PLAINTIFFS' CLAIMS FOR RESCISSION SHOULD BE DISMISSED PURSUANT TO RULE 12(b)(1) BECAUSE HOMECOMINGS TIMELY ACCEPTED PLAINTIFFS' DEMAND FOR RESCISSION.

7. Plaintiffs claim for rescission of the loan transactions is also defective, and should be dismissed with prejudice, because Homecomings accepted Plaintiffs' rescission demand. The law in this jurisdiction is clear—when a defendant offers to satisfy a plaintiff's entire demand, there is no dispute to litigate and the case should be terminated. *Rand v. Monsanto Co.*, 926 F.2d 596, 598 (7th Cir. 1991). Plaintiffs may not insist on litigating after a defendant offers to provide all the relief the plaintiff is entitled to recover. *Alliance to End Repression v. City of Chicago*, 820 F.2d 873, 878 (7th Cir. 1987); *Holstein v. City of Chicago*, 803 F.Supp. 205, 209 (N.D. Ill. 1992), *aff'd* 29 F.3d 1145 (7th Cir.1994).

8. In this case, Homecomings has offered to satisfy Plaintiffs' demand for rescission of the subject mortgage loans. It has acknowledged Plaintiffs' Notice of Rescission, identified the amounts Plaintiffs are required to tender in order to complete the transaction, and requested a reasonable settlement agreement that memorializes the terms of the transaction. Homecomings has agreed to release its mortgages and terminate Plaintiffs' obligations simultaneously with Plaintiffs' tender of the required amounts. There is nothing more that Homecomings can do to satisfy Plaintiffs. Plaintiffs' Complaint is therefore moot and should be dismissed.

WHEREFORE, Defendants Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.), Aurora Loan Services, and Mortgage Electronic Systems, Inc., respectfully request that this Court enter an order dismissing Plaintiffs' Complaint with prejudice

pursuant to Rules 12(b)(1) and 12(b)(6) of the Federal Rules of Civil Procedure, and awarding such further relief as this Court deems just and appropriate.

Dated: June 20, 2008

**HOMEcomings FINANCIAL, LLC,
AURORA LOAN SERVICES, and
MORTGAGE ELECTRONIC SYSTEMS, INC.**

By: /s/ J. Matthew Goodin
One of Their Attorneys

J. Matthew Goodin (6275013)
LOCKE LORD BISSELL & LIDDELL LLP
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Chicago, Illinois 60606
Phone: 312-443-0472
Fax: 312-896-6472
jmgoodin@lockelord.com

CERTIFICATE OF SERVICE

I, J. Matthew Goodin, certify that on June 20, 2008, I had a true copy of the preceding document filed with the Court and served via the court's electronic filing system.

/s/ J. Matthew Goodin

EXHIBIT 1



Locke Lord Bissell & Liddell LLP

Attorneys & Counselors

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Direct Fax: 312-896-6472
mgoodin@lockelord.com

April 30, 2008

VIA HAND DELIVERY

Mr. Al Hofeld, Jr.
Law Offices of Al Hofeld, Jr., LLC
208 South LaSalle Street
Suite 1650
Chicago, Illinois 60604
al@alhofeldlaw.com

Re: *West v. Copiague Funding, et al.*, Case No. 08 C 2154 (N.D. Ill.)

Dear Al:

As indicated in my previous letter of April 22, 2008, we represent the Defendants in the above-referenced lawsuit and in connection with your clients' demand for rescission of the mortgage loans referenced in your April 10, 2008 correspondence to our clients.

As an initial matter, I would like to address your clients' lawsuit, which was initiated on April 16, 2008—just six days after a written demand for rescission was made, or two weeks before the 20-day time period afforded creditors to begin the rescission process under Section 1635(b) of Truth in Lending Act ("TILA") was to expire. The lawsuit is premature, constitutes a patent violation of Rule 11 of the Federal Rules of Civil Procedure, and should be dismissed immediately. There is no basis for the filing of a lawsuit until a demand for rescission has been made and a creditor has failed to take steps to initiate the rescission process within the required time period.

With regard to the demand for rescission itself, our clients deny that any violation of TILA occurred in connection with the transactions at issue. However, in order to avoid the expense of litigation, they are willing to rescind the loans in question. Please be advised that the rescission process has been initiated per your clients' request. In order to complete rescission of the first mortgage loan in the original principal amount of \$300,000.00, your clients must tender the following amounts to Homecomings Financial, LLC ("Homecomings"), together with an executed copy of a settlement agreement and release:

FIRST MORTGAGE LOAN		
Original principal balance:		\$300,000.00
Principal paid:		\$0.00
Interest paid:	\$20,676.28	

Atlanta, Austin, Boston, Chicago, Dallas, Houston, London, Los Angeles, New Orleans, New York, Sacramento, Washington DC

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Mr. Al Hofeld, Jr.
 April 30, 2008
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Closing costs:	\$2,860.43	
Total paid by borrower:		<u>\$23,536.71</u>
Total Amount to Rescind		<u>\$276,463.29</u>

With regard to the second mortgage loan in the original principal amount of \$15,000.00, we are in the process of confirming payment activity on the loan and will provide an up-to-date rescission calculation shortly. However, the following reflects an **estimated** calculation based on information currently available to us:

SECOND MORTGAGE LOAN		
Original principal balance:		\$15,000.00
Principal paid:		\$60.34
Interest paid:	\$2,369.88	
Closing costs:	\$1,102.06	
Total paid by borrower:		<u>\$3,471.94</u>
Total Amount to Rescind:		<u>\$11,467.72</u>

I am enclosing a copy of the account histories for the loans so that you may verify the computations above. Additional documents relating to the second mortgage will follow. You are already in possession of the HUD-1s, which reflect the closing costs your clients paid in connection with each loan.

Please confirm that we are in agreement as to the rescission amounts and that your clients intend to move forward with the rescission as soon as possible. Upon tender of the required amounts, along with the referenced settlement agreement and release, our clients will consummate the termination of their security interests. Please let us know if you have any objection to this procedure for completing the rescission of your clients' loans.

Very truly yours,

LOCKE LORD BISSELL & LIDDELL LLP



J. Matthew Goodin

JMG:k
 Enclosures

Homecomings Financial, LLC
P.O. Box 205

PAGE 1
DATE 04/22/08

Waterloo IA 50704

HISTORY FOR ACCOUNT 7470247396

----- MAIL ----- PROPERTY -----

LEE D WEST
LYNN M WEST
708 OAKWOOD DR

708 OAKWOOD DR

WESTMONT

IL 60559

WESTMONT

IL 60559

----- DATES -----		----- CURRENT BALANCES -----		----- UNCOLLECTED -----	
PAID TO	03/01/08	PRINCIPAL	0.00	LATE CHARGES	0.00
NEXT DUE	04/01/08	ESCROW	0.00	OPTIONAL INS	0.00
LAST PMT	03/22/08	UNAPPLIED FUND	0.00	INTEREST	0.00
AUDIT DT	09/22/06	UNAPPLIED CODES		FEES	0.00
		BUYDOWN FUND	0.00	----- YEAR TO DATE -----	
LAST ACTIVITY	BUYDOWN CODE			INTEREST	6390.97
04/01/08				TAXES	0.00

POST	TRN	DUE	TRANSACTION	PRINCIPAL	INTEREST	ESCROW
DATE	CDE	DATE	AMOUNT	PAID	PAID	PAID
092206	AA	100106	.00	.00	271.23	.00
			BAL AFTER	300000.00		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
092606	SR	100106	1289.85	.00	.00	1289.85
			BAL AFTER	300000.00		1289.85
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
102606	RP	110106	1503.90	323.95	750.00	429.95
			BAL AFTER	299676.05		1719.80
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
103106	PRO	100106	-1503.90	-323.95	-750.00	-429.95
			BAL AFTER	300000.00		1289.85
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
103106	AA	100106	.00	.00	.00	-1289.85
			BAL AFTER	300000.00		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
103106	AA	100106	.00	.00	.00	1289.85
			BAL AFTER	300000.00		1289.85
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
103106	RP	110106	1503.90	323.95	750.00	429.95
			BAL AFTER	299676.05		1719.80
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
121106	RP	120106	1503.90	-986.32	2060.27	429.95
			BAL AFTER	300662.37		2149.75
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
010307	RP	010107	1503.90	-993.10	2067.05	429.95
LC DATE	010207		BAL AFTER	301655.47		2579.70
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00

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HISTORY FOR ACCOUNT 7470247396

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----- MAIL ----- PROPERTY -----

LEE D WEST
LYNN M WEST
708 OAKWOOD DR

708 OAKWOOD DR

WESTMONT

IL 60559

WESTMONT

IL 60559

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
020607	RP	020107	1539.72	-1031.35	2105.30	465.77
			BAL AFTER	302686.82		3045.47
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
030507	RP	030107	1539.72	-1038.55	2112.50	465.77
LC DATE		030207	BAL AFTER	303725.37		3511.24
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
033007	RP	040107	1539.72	-1045.80	2119.75	465.77
			BAL AFTER	304771.17		3977.01
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
042607	M20	040107	-470.00	.00	.00	-470.00
			BAL AFTER	304771.17		3507.01
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
043007	RP	050107	1539.72	-1084.85	2158.80	465.77
LC DATE		042807	BAL AFTER	305856.02		3972.78
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
050807	E90	050107	-2480.97 PAYEE =	0022.000000	.00	-2480.97
			BAL AFTER	305856.02		1491.81
T:32687	/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
061407	AP	060107	1539.72	-1092.53	2166.48	465.77
REF NUMBER			000000000000 DESC			
			BAL AFTER	306948.55		1957.58
T:00607	E/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
061407	FB	060107	7.50 171 SPEEDPAY FEE			
T:00607	/B:000					
061407	FEA	060107	7.50 171 SPEEDPAY FEE			
			000000000000			
T:00607	/B:001					
071607	AP	070107	1539.72	-1100.27	2174.22	465.77
REF NUMBER			000000000000 DESC			
LC DATE		071407	BAL AFTER	308048.82		2423.35
T:00607	E/B:001			00.00		00.00
071607	FB	070107	7.50 171 SPEEDPAY FEE			
LC DATE		071407				
T:00607	/B:000					

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----- MAIL ----- PROPERTY -----

LEE D WEST
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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
071607	FEA	070107	7.50 171 SPEEDPAY FEE			
	REF NUMBER		000000000000 DESC			
	LC DATE	071407				
T:00607		/B:001				
072307	SRA	070107	44.51	.00	.00	44.51
			SG0LNJBBVR18			
	LC DATE	072107	BAL AFTER	308048.82		2467.86
T:00405		P/B:001		00.00		00.00
080307	E90	070107	-2480.97 PAYEE = 0022.00000		.00	-2480.97
			BAL AFTER	308048.82		-13.11
T:32687		/B:001		00.00		00.00
081007	GRU	000000	000000 GRACE UNAP AMT:		.00	
	REF NUMBER		SG0LS7L2AHSV DESC			
081007	AP	080107	1539.72	-1108.06	2182.01	465.77
			BAL AFTER	309156.88		452.66
T:00330		K/B:001		00.00		00.00
082707	AMC	090107	INTEREST RATE CHG OLD	8.50000	NEW	8.37500
	REF NUMBER		SG0M0EICQTE6 DESC			
			BAL AFTER	309156.88		452.66
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
082707	AP	090107	1526.60	-1115.91	2189.86	452.65
			BAL AFTER	310272.79		905.31
T:00330		K/B:001	OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
092807	AP	100107	1526.60	-1091.50	2165.45	452.65
	REF NUMBER		SG0M80GGLVST DESC			
			BAL AFTER	311364.29		1357.96
T:00330		K/B:001	OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
103007	RT	100107	-1357.96	.00	.00	-1357.96
	LC DATE	100107	BAL AFTER	311364.29		00.00
T:22023		/B:000	OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00

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----- MAIL ----- PROPERTY -----

LEE D WEST
LYNN M WEST
708 OAKWOOD DR

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IL 60559

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
103007	ITR	100107	OLD INV 90412	86 P-BAL	311364.29 INT	.00
			NEW INV 90615	1 PERCENT OWNED	.0000	ACTION CD 000
			BAL AFTER	311364.29		00.00
T:22023	/B:000		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
103007	PT	100107	1357.96	.00	.00	1357.96
	LC DATE	100107	BAL AFTER	311364.29		1357.96
T:22023	/B:000		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
111607	AP	110107	1526.60	-1099.11	2173.06	452.65
	REF NUMBER		000000000000 DESC			
			BAL AFTER	312463.40		1810.61
T:00607	E/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
111607	FB	110107	7.50 171 SPEEDPAY FEE			
			SGOMKSQGH18			
T:00607	/B:000					
111607	FEA	110107	7.50 171 SPEEDPAY FEE			
	REF NUMBER		000000000000 DESC			
T:00607	/B:001					
120807	AMC	120107	INTEREST RATE CHG OLD	8.37500	NEW	8.25000
	REF NUMBER		SGOMQBAQ0RKS DESC			
			BAL AFTER	312463.40		1810.61
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
120807	AP	120107	1526.60	-1106.78	2180.73	452.65
			BAL AFTER	313570.18		2263.26
T:00330	K/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
011108	AMC	010108	INTEREST RATE CHG OLD	8.25000	NEW	8.12500
	REF NUMBER		SGON359G2H9A DESC			
			BAL AFTER	313570.18		2263.26
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
011108	AP	010108	1526.60	-1081.84	2155.79	452.65
			BAL AFTER	314652.02		2715.91
T:00330	K/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
021408	RT	010108	-2715.91	.00	.00	-2715.91
	LC DATE	010108	BAL AFTER	314652.02		00.00
T:25102	/B:000		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
021408	ITR	010108	OLD INV 90615	1 P-BAL	314652.02 INT	.00
			NEW INV 90415	1 PERCENT OWNED	.0000 ACTION CD	000
			BAL AFTER	314652.02		00.00
T:25102	/B:000		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
021408	PT	010108	2715.91	.00	.00	2715.91
	LC DATE	010108	BAL AFTER	314652.02		2715.91
T:25102	/B:000		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
030508	UI	020108	.00	.00	.00	.00
			BAL AFTER	314652.02		2715.91
			OPT PREMIUMS	.00	LATE CHARGE PYMT	-53.69*
T:00330	K/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	-53.69
030508	AMC	020108	INTEREST RATE CHG OLD	8.12500	NEW	8.00000
			BAL AFTER	314652.02		2715.91
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	-53.69
030508	AP	020108	1526.60	-1056.51	2130.46	452.65
			BAL AFTER	315708.53		3168.56
T:00330	K/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	-53.69
030508	UFU	020108	UNAPPLIED FUNDS (1)	53.69	BALANCE	53.69
	REF NUMBER		SGONGNLM7OV3 DESC			
			BAL AFTER	315708.53		3168.56
T:00330	/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	-53.69
030508	SWA	020108	53.69	.00	.00	.00
			BAL AFTER	315708.53		3168.56
T:00330	K/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	-53.69
032208	UI	030108	.00	.00	.00	.00
	REF NUMBER		SGONL0EHVARA DESC			
			BAL AFTER	315708.53		3168.56
			OPT PREMIUMS	.00	LATE CHARGE PYMT	53.69*
T:00330	K/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00

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----- MAIL ----- PROPERTY -----

LEE D WEST
LYNN M WEST
708 OAKWOOD DR

708 OAKWOOD DR

WESTMONT

IL 60559

WESTMONT

IL 60559

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
032208	AMC	030108	INTEREST RATE CHG OLD	8.00000	NEW	7.75000
			BAL AFTER	315708.53		3168.56
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
032208	UFU	030108	UNAPPLIED FUNDS (1)	-53.69	BALANCE	0.00
			BAL AFTER	315708.53		3168.56
T:00330	/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
032208	AP	030108	1580.29	-1030.77	2104.72	452.65
			BAL AFTER	316739.30		3621.21
			OPT PREMIUMS	.00	LATE CHARGE PYMT	107.38
T:00330	K/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
040108	SVT	030108	-3621.21	.00	.00	-3621.21
			BAL AFTER	316739.30		00.00
T:32580	/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
040108	SV	030108	.00	-316739.30	.00	.00
			BAL AFTER	00.00		00.00
T:32580	/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00

END OF HISTORY

SBO17578

Homecomings Financial, LLC
P.O. Box 205

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Waterloo IA 50704

HISTORY FOR ACCOUNT 7305459240

----- MAIL ----- PROPERTY -----

LEE WEST

708 OAKWOOD DR

708 OAKWOOD DR

WESTMONT

IL 60559

WESTMONT

IL 60559

----- DATES -----		----- CURRENT BALANCES -----		----- UNCOLLECTED -----	
PAID TO	06/01/07	PRINCIPAL	0.00	LATE CHARGES	0.00
NEXT DUE	07/01/07	ESCROW	0.00	OPTIONAL INS	0.00
LAST PMT	04/28/07	UNAPPLIED FUND	0.00	INTEREST	0.00
AUDIT DT	09/25/06	UNAPPLIED CODES		FEES	0.00
		BUYDOWN FUND	0.00	----- YEAR TO DATE -----	
LAST ACTIVITY	BUYDOWN CODE			INTEREST	0.00
06/01/07				TAXES	0.00

POST	TRN	DUE	TRANSACTION	PRINCIPAL	INTEREST	ESCROW
DATE	CDE	DATE	AMOUNT	PAID	PAID	PAID
102506	RP	110106	126.40	7.34	119.06	.00
			BAL AFTER	14992.66		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
120806	RP	120106	126.40	7.40	119.00	.00
LC DATE		120706	BAL AFTER	14985.26		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
121206	AA	120106	.00	.00	43.06	.00
			BAL AFTER	14985.26		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
010307	RP	010107	126.40	7.45	118.95	.00
LC DATE		010207	BAL AFTER	14977.81		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
020907	RP	020107	126.40	7.51	118.89	.00
LC DATE		020807	BAL AFTER	14970.30		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
030507	RP	030107	126.40	7.57	118.83	.00
LC DATE		030207	BAL AFTER	14962.73		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
030507	RP	040107	126.40	7.63	118.77	.00
LC DATE		030207	BAL AFTER	14955.10		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
033007	RP	050107	126.40	7.69	118.71	.00
			BAL AFTER	14947.41		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
043007	RP	060107	126.40	7.75	118.65	.00
LC DATE		042807	BAL AFTER	14939.66		00.00
			OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00

SBO17578

HISTORY FOR ACCOUNT 7305459240

PAGE 2

DATE 04/22/08

----- MAIL ----- PROPERTY -----

LEE WEST

708 OAKWOOD DR

708 OAKWOOD DR

WESTMONT

IL 60559

WESTMONT

IL 60559

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
060107	SVT	060107	.00	.00	.00	.00
			BAL AFTER	14939.66		00.00
T:32580	/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00
060107	SV	060107	.00	-14939.66	.00	.00
			BAL AFTER	00.00		00.00
T:32580	/B:001		OPTIONAL INS BAL	00.00	LATE CHARGE BAL	00.00

END OF HISTORY

SBO17578

EXHIBIT 2

Goodin, Matthew

From: Al Hofeld [al@alhofeldlaw.com]
Sent: Friday, May 09, 2008 9:27 AM
To: Goodin, Matthew
Subject: RE: West v. Copiague Funding, et al.

Matt,

I will check on my client's progress in getting approved. We intend to move forward - he started the process the day after we received your letter. But hold off on drafting the agreement - I want to make sure he can get approved first. Your calculation of the final tender amount would be appreciated. Have you sent me the servicing history so that I can confirm the figures for myself? Thanks.

I am happy to give you an extension. Just let me know how much time you need. I would say 2-3 weeks is enough time to know whether my clients can get approved. You can call the motion agreed.

From: Goodin, Matthew [mailto:JMGoodin@lockelord.com]
Sent: Friday, May 09, 2008 8:35 AM
To: Al Hofeld
Subject: RE: West v. Copiague Funding, et al.

Al-

It occurred to me this morning that I haven't heard back from you on this matter, that the case has not been dismissed as requested, and that we probably have an answer date approaching. I should be able to get you a final tender amount today and will send over a settlement agreement and release reflecting the amount as soon as I do. In the meantime, please confirm that your clients intend to move forward with the rescission as requested. Give me a call if you would like to discuss the timeframe my client is willing to allow to complete the tender.

Also, unless you will be filing a stipulation of dismissal today, I believe we will need to file some type of motion to extend the response date on the complaint.

Matt
